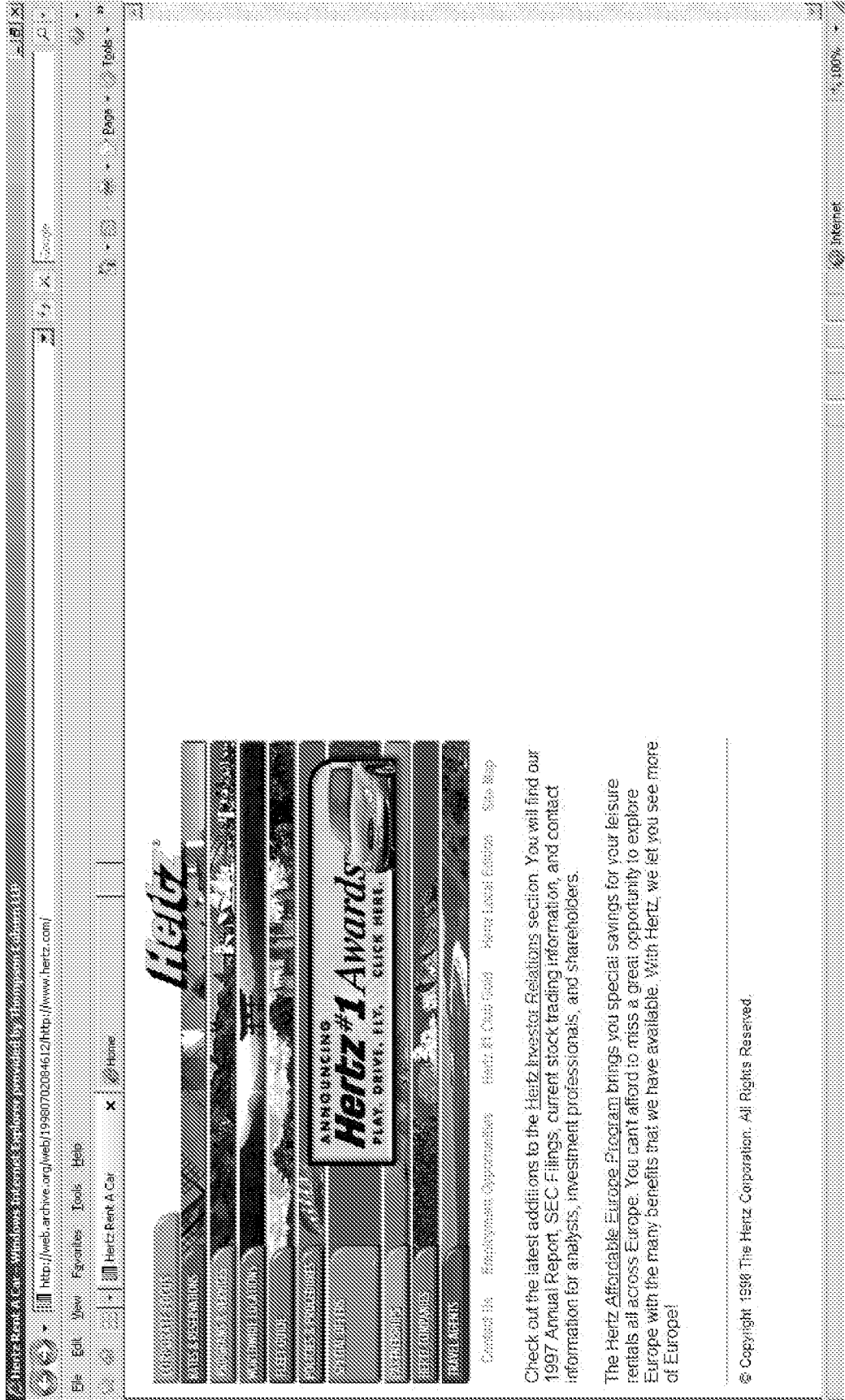


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hertz #1 Club Gold

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Hertz #1 Club Gold


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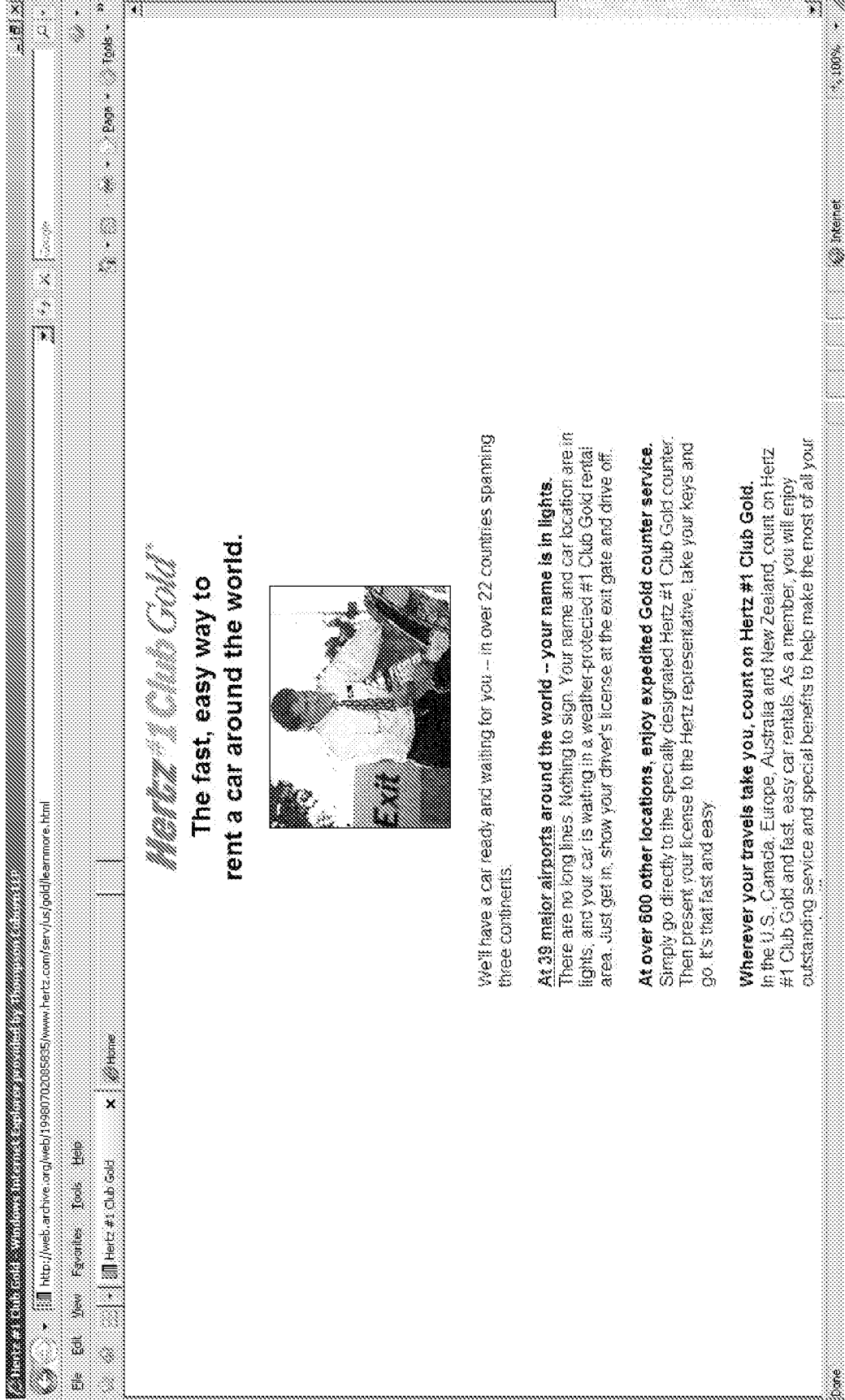
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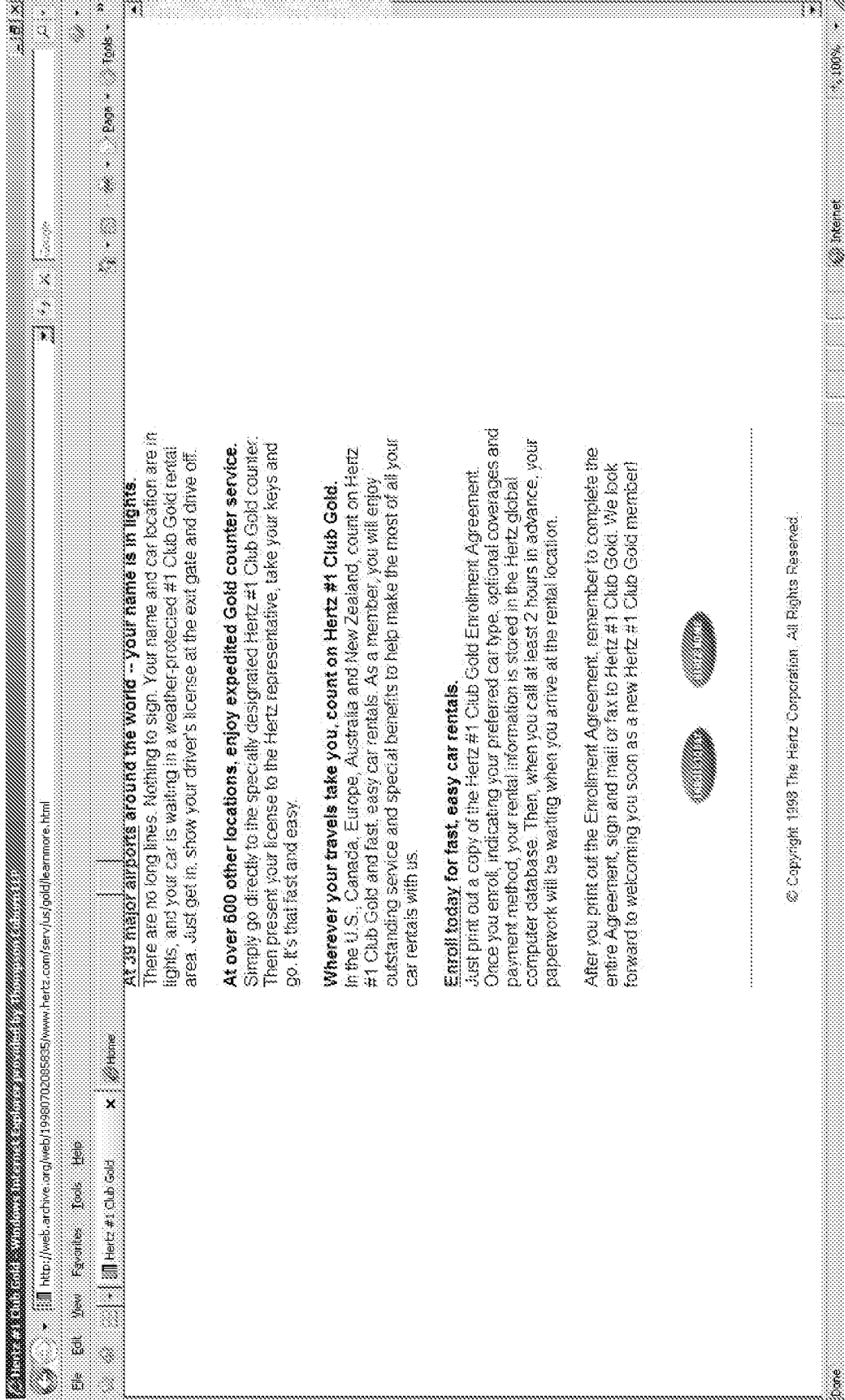
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Questions? Problems?

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Back Forward Stop Home

Hertz Enrollment Agreement... X

Page 1 of 1


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## Rental Terms & Conditions

### Effective January 1, 1998

1. I have read, understand and agree to the terms and conditions on this Hertz #1 Club Gold Enrollment Agreement as well as the Hertz #1 Club Gold Rental Terms and Conditions that accompany, and are hereby incorporated into, this Enrollment Agreement.
2. The submission of this form represents an offer by me, Hertz reserves the right not to accept my Enrollment without being required to provide any explanation. Acceptance of my offer by Hertz will be given by written notice.
3. The terms and conditions of Enrollment in Hertz #1 Club Gold may be changed from time to time, by Hertz sending me notice of such change. It will be presumed that I have received any such notice mailed to my address as shown in my Gold Enrollment. My making a Hertz #1 Club Gold rental after the effective date of such changes will constitute my acceptance of the terms and conditions.
4. Travel vouchers, award certificates, promotional coupons, travel orders and the like may only be used with Hertz #1 Club Gold rentals with Hertz' approval at time of reservation.
5. Although Hertz will make Hertz #1 Club Gold service available at many major locations in the United States, Canada, Australia, New Zealand and Europe, the availability of Hertz #1 Club Gold service at specific locations may change. Reservation made not



I accept the Hertz #1 Club Gold Terms and Conditions and wish to enroll.



I do not accept the Hertz #1 Club Gold Terms and Conditions and wish to return to the home page.

Internet Explorer window showing the Hertz Enrollment Agreement page. The address bar displays: http://web.archive.org/web/19980702055948/www.hertz.com/serv/us/gold/agreement.html. The page content includes numbered terms (6-9) and two signature lines with Hertz logos.

6. The information I have provided on this Enrollment Agreement is true and correct. My selection of Optional Customer Services in this Enrollment will apply to all rentals I make using Hertz #1 Club Gold where such Optional Customer Services are available, and unless and until Hertz receives a revised Enrollment Agreement from me. If on a particular rental I wish to make a different selection of Optional Customer Services, I may use Hertz standard rental service.

7. I authorize Hertz to process my rental charges against the first credit card listed on the front of this Enrollment Agreement which has available credit.

8. I will notify Hertz at once if my Hertz #1 Club Gold Card, Hertz Credit Card, #1 Club number or any of the credit cards listed in my then current Enrollment Agreement are lost, stolen or invalidated or if I suspect that any of them are being used without my permission. Because of the nature of Hertz #1 Club Gold, I understand the urgency of this obligation.

9. The Hertz #1 Club Gold membership fee is currently \$50 for one year. At any time during the year I may notify Hertz in writing of my desire to cancel my Hertz #1 Club Gold membership and obtain a refund of my paid membership fee for the remaining months of the year. Hertz reserves the right to cancel or suspend my membership at any time, without notice, in the event that any sums payable to Hertz pursuant to the terms hereof or pursuant to the Hertz #1 Club Gold Rental Terms and Conditions are not paid when due.

My membership will expire on the expiration date specified on my Hertz #1 Club Gold Card, or in the absence of such expiration date after 12 months from submission to me of such card, unless, in either case, my membership is renewed or extended for an additional period of 12 months upon payment by me of any membership renewal fee notified to me by Hertz. Hertz reserves the right not to renew my membership and

I accept the Hertz #1 Club Gold Terms and Conditions and wish to enroll.

I do not accept the Hertz #1 Club Gold Terms and Conditions and wish to return to the home page.

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My membership will expire on the expiration date specified on my Hertz #1 Club Gold Card, or in the absence of such expiration date after 12 months from submission to me of such card, unless, in either case, my membership is renewed or extended for an additional period of 12 months upon payment by me of any membership renewal fee notified to me by Hertz. Hertz reserves the right not to renew my membership and will not be obliged to provide any explanation for not doing so.

10. FOR RENTALS IN THE DISTRICT OF COLUMBIA, IT IS REQUIRED BY LAW THAT I BE NOTIFIED THAT IF I FAIL TO RETURN A RENTAL CAR IN ACCORDANCE WITH THE HERTZ #1 CLUB GOLD RENTAL TERMS AND CONDITIONS, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO THREE YEARS IN JAIL AND

11. FOR RENTALS IN ARIZONA, IT IS REQUIRED BY LAW THAT I ACKNOWLEDGE MY UNDERSTANDING THAT IT WILL BE A VIOLATION OF ARIZONA STATUTES 113-1806 IF THE RENTAL CAR IS NOT RETURNED WITHIN 72 HOURS OF THE DUE DATE AND TIME SPECIFIED ON THE RENTAL RECORD AND THAT I SHALL BE SUBJECT TO A MAXIMUM PENALTY NOT TO EXCEED US\$150,000 AND/OR IMPRISONMENT OF 20 YEARS, BY MY SIGNATURE ON THE FRONT OF THE ENROLLMENT AGREEMENT, I ACKNOWLEDGE RECEIVING THIS NOTICE.

12. FOR RENTALS IN FLORIDA, IT IS REQUIRED BY LAW THAT I BE NOTIFIED THAT THE LIABILITY INSURANCE AND PERSONAL INJURY PROTECTION INSURANCE OF A RENTAL CAR COMPANY SHALL BE PRIMARY UNDER THE TERMS OF THIS AGREEMENT. HERTZ MOTOR VEHICLE LIABILITY PROTECTION WILL PROVIDE PROTECTION UP TO US\$10,000 PER PERSON AND US\$20,000 PER OCCURRENCE.

13. I understand the following about my responsibility for any car I rent using Hertz #1 Club Gold, and in order to avoid delay in the rental process, I waive any right to any

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I accept the Hertz #1 Club Gold Terms and Conditions and wish to enroll.

I do not accept the Hertz #1 Club Gold Terms and Conditions and wish to return to the home page.

Date

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13. I understand the following about my responsibility for any car I rent using Hertz #1 Club Gold, and in order to avoid delay in the rental process, I waive any right to any additional notice or to reexamine this information each time I use Hertz #1 Club Gold. To the extent permitted by the law of the country, state, or province where my Hertz #1 Club Gold rental is made, as set forth in Paragraph 4 of the Hertz #1 Club Gold Rental Terms and Conditions, I am responsible for all loss or theft of or damage to the rental car, even if someone else caused it or the cause is unknown, except for accidental fire or acts of nature. If the rental car is used as permitted by the Hertz #1 Club Gold Rental Terms and Conditions, that responsibility is limited to the actual estimated cost of repair (including all discounts) up to the value of the rental car at the time of loss or damage, plus towing, storage, impound fees and an administrative charge, unless a lesser amount is imposed by law. For rentals in the United States and Canada, Hertz offers, for an additional charge, a Loss Damage Waiver (LDW) to cover my responsibility for loss (including theft) of or damage to the rental car. Before deciding whether to purchase LDW and/or CDW, I should determine whether I have other insurance that affords me coverage for damage to the rental car and, if so, what the terms of such coverage are (including any limitations and excesses). (Note: Minnesota, New York and Texas auto insurance by law cover such damage on rentals in the U.S.) By my initialing the appropriate spaces in this Enrollment Agreement, I have accepted or declined the purchase of LDW or CDW, understanding that the purchase of LDW or CDW is not mandatory, that even if I have accepted LDW or CDW, its benefits will be voided with respect to a particular rental if I use the rental car as prohibited under Paragraph 5 of the Hertz #1 Club Gold Rental Terms and Conditions, and that, for rentals in the United States and Canada, the current charge for LDW at most Gold locations is US\$18.00 or less in the United States or CAN\$19.95 or less in Canada for each full or partial rental day but is subject to change without notice and annualized is US\$6,570.00 or CAN\$7,281.75 or less;

I accept the Hertz #1 Club Gold Terms and Conditions and wish to enroll.

I do not accept the Hertz #1 Club Gold Terms and Conditions and wish to return to the home page.

In New York, LDW is not sold and I am only responsible for loss of or damage to the

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